

SUMMONS

(CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)**NOTICE TO DEFENDANT:****(AVISO AL DEMANDADO):**

Tenderloin Housing Clinic, Camlo Looper, and Does 1-20

YOU ARE BEING SUED BY PLAINTIFF:**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

Gary M Waite

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **AVISO!** *Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.*

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): Superior Court of California

400 Mc Allister Street San Francisco, CA 94102

CASE NUMBER:
(Número del Caso):

CGC-24-613804

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Gary M Waite PO Box 420545 San Francisco, CA 94142, 415-840-0060

DATE:
(Fecha)

APR 09 2024

Clerk, by
(Secretario), Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

JAMES XIONG

**NOTICE TO THE PERSON SERVED:** You are served

- as an individual defendant.
- as the person sued under the fictitious name of (specify):
- on behalf of (specify): VOGL Meridith Burke LLP
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify): Non Profit Organization
- by personal delivery on (date):

1 Gary M Waite
2 PO Box 420545
3 San Francisco, CA 94142
4 415-846-0060
5 garym.waite78@gmail.com

6 In Pro Per
7

FILED
Superior Court of California
County of San Francisco

APR 09 2024

CLERK OF THE COURT
BY: 
Deputy Clerk

JAMES XIONG

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9

10 IN AND FOR THE CITY AND COUNTY OF SAN FRANCISCO
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12 Gary M Waite

13 Plaintiffs,

14 V.

15 Tenderloin Housing Clinic, Camlo Looper
16 And Does 1-20

17 Defendants.

18 CASE NO. CGC-24-613804

19 COMPLAINT FOR DAMAGES

- 20 1. Negligence
- 21 2. Breach of Contract
- 22 3. Retaliation in Violation of Statute (Civil
23 Code 1942.5)
- 24 4. Unfair Business Practices in violation of
25 Bus. & Professions Code § 17200
- 26 5. Harassment
- 27 6. Wrongful Eviction

28 DEMAND FOR JURY

THE PARTIES

1. Plaintiff Gary M Waite, ("Waite401") is an individual and current tenant within the City
2 and County of San Francisco, and lives at 41 Jones Street, Unit #401 San Francisco, CA, 94102.
3 41 Jones Street is a Single Room Occupancy (hereinafter, "SRO") building at the corner of Jones
4 and Golden Gate Street in San Francisco ("Premises").

5. Defendant Tenderloin Housing Clinic, Inc., ("TLC") has been the property manager for
6 the Premises at all times relevant to the Complaint.

7. The true names and capacities of the Defendants sued as Does are unknown to Plaintiffs.
8 Once Plaintiffs became aware of the true names and capacities of Defendants sued as Does,
9 Plaintiffs will amend the Complaint to reflect the true names and capacities of those Defendants.

1 In committing the acts complained of herein, each Defendant acted as an authorized agent,
2 employee, or other representative of each other Defendant. Each act of each Defendant
3 complained of herein was committed within the scope of the said agency, employment, or other
4 representation. References to "Defendant" or "Defendants" shall mean all of them, unless the
5 context suggests otherwise.

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10 **JURISDICTION AND VENUE**

11 4. This court is the proper court because the making of the written contract (lease) which is
12 the subject of this action occurred exclusively within the jurisdictional area of the City and
13 County of San Francisco. Further, Plaintiffs' damages were arose within the jurisdictional area
14 of the City and County of San Francisco.

15 5. Plaintiffs have suffered damages which include but are not limited to Emotional Distress,
16 loss of services, loss of use in amounts to be demonstrated by proof at the time of trial. Each loss
17 was proximately caused by Defendants' acts and/or omissions and those of their employees,
18 agents and representatives.

19 6. In committing the acts complained of herein, Defendants acted willfully and with malice,
20 oppression, and bad faith, intending by their acts to cause Plaintiffs to involuntarily vacate their
21 homes or sustain other damages. Plaintiffs are entitled to recover punitive damages to the extent
22 allowable by law.

23 7. At all times relevant, Plaintiffs are or were lawful residential tenants of Defendants at the
24 Premises located at 41 Jones Street, San Francisco, CA, 94102, secured by a written lease
25 agreement. Implied in the lease agreement was the warranty of habitability and the covenant of
26 quiet use and enjoyment.

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RELEVANT BACKGROUND

8. At the time Defendants entered into possession of their respective units at the Premises, and thereafter during the Plaintiffs' tenancies, there existed and continued to exist certain harassment at the Premises not caused by Plaintiffs which rendered the Premises hostile for occupancy. These defects include but are not limited to the following:

- Camlo Looper From June 2022 to January 2023 was engaging in Sexual acts with the Plaintiff.
- Camlo Looper making threats to evict the Plaintiff if he did not comply with Mr. Loopers request for sexual favors and to leave Plaintiffs partner Darryl Byrd for him.
- Camlo Looper seeking eviction and gaining such eviction for plaintiff nor following through with doing what he was expected to do to get Byrd out of the premises.
- Camlo Looper engaging in Quid pro Quo tactics to successfully evict Waite from the premises located at 41 Jones Street Unit 401 San Francisco, CA 94102.
- Camlo Looper retaliating against the Plaintiff because he refused to do things to cause Byrd to be removed from the property.
- Tenderloin Housing Clinic Breaching the Contract in place with Waite to rent the premises described above.
- Tenderloin Housing Clinic engaging in unfair Business Practices by allowing Mr. Looper to have sexual intercourse with a client and then manipulate the Plaintiff to do things to the detriment of his own well being.

9. Defendant used undue influence and his position in the company to manipulate, use, retaliate, and use Duress to cause Plaintiff to engage in acts of a sexual nature with the Defendant.

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**FIRST CAUSE OF ACTION
By Plaintiff as to all Defendants
Negligence**

10. The allegations of the foregoing paragraphs are realleged and incorporated herein by reference.

11. Defendants by their relationship as landlords owed a duty of care to Plaintiffs. Defendants by the acts and omissions detailed above breached their duty of care to Plaintiffs.

12. Defendants' breach of their duty of care directly and proximately caused the damages, entitling Plaintiffs to recover damages according to proof.

**SECOND CAUSE OF ACTION
By Plaintiff as to all Defendants
Breach of Contract**

13. The allegations of the foregoing paragraphs are realleged and incorporated herein by reference.

14. Plaintiffs and Defendants had contracts, to wit, leases, the essential terms of which were as follows: Plaintiffs for their part would pay an agreed-upon sum for rent at an agreed-upon time. Defendants, for their part, would provide a safe and secure premises for Plaintiffs to occupy as residences.

15. Plaintiffs performed all terms of the contract which they were obliged to perform, or Plaintiffs were excused from performing them.

16. Defendants breached the terms of the contracts by failing to provide a safe and secure premises to the Plaintiffs in the manner otherwise detailed herein.

17. Defendants' breach gave rise to damages which Plaintiffs are entitled to recover, according to proof.

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**THIRD CAUSE OF ACTION
By Plaintiff as to all Defendants**

Violation of Statutes under Civil Code sections 1941.1, 1941.3, 1942.4, and Health and Safety Code section 17920.3

18. The allegations of the foregoing paragraphs are realleged and incorporated herein by reference.

19. The laws of the State of California, including but not limited to California Civil Code §§1941.1, 1941.3 and Health & Safety Code § 17920.3 require Defendants to provide and maintain habitable Premises for Plaintiffs. By their acts and omissions as alleged hereinabove, Defendants, and each of them, violated Civil Code §§ 1941, 1941.3 and Health and Safety Code §17920.3. In so doing, Defendants caused and proximately caused the damages and injuries to Plaintiffs complained of herein, entitling Plaintiffs to damages according to proof.

20. Further, Defendants were informed in writing by a public officer or employee who is responsible for the enforcement of housing laws of the above-enumerated dilapidations and substandard conditions; the conditions existed and were not abated 35 days beyond date of service of the public officer's notice, and were not cause by acts or omissions of the tenants. As such, Plaintiffs are entitled to an award of special damages and the cost of their reasonable attorney fees as detailed in Civil Code section 1942.4.

21. Defendants committed the acts alleged herein maliciously, fraudulently and oppressively, with the wrongful intention of harassing Plaintiffs, from an improper and evil motive amounting to malice, and in conscious disregard of Plaintiffs' rights and safety. Plaintiffs are therefore entitled to recover punitive damages from Defendants in an amount according to proof.

**FOURTH CAUSE OF ACTION
By Plaintiff as to all Defendants
Retaliation in Violation of Civil Code § 1942.5**

22. The allegations of the foregoing paragraphs are realleged and incorporated herein by reference.

23. California Civil Code § 1942.5 makes it unlawful for a landlord to retaliate against tenants who complain about their housing tenantability with threats of eviction, causing a tenant to quit involuntarily, increasing the rent, or decreasing any services.

24. By their acts, Defendants violated Civil Code § 1942.5, and did so in a fashion that was fraudulent, oppressive, and malicious; Plaintiffs are entitled to an award of damages according to proof, to an award of punitive damages, and to an award of their reasonable attorney fees.

FITH CAUSE OF ACTION
By Plaintiff as to all Defendants

25. The allegations of the foregoing paragraphs are realleged and incorporated herein by reference.

26. California Business & Professions Code § 17200 makes it unlawful to engage in unlawful, unfair or fraudulent business acts or practices.

27. By the acts and omissions alleged hereinabove, Defendants engaged in business acts and practices which were variously unlawful, unfair, and fraudulent. Plaintiffs are entitled to the restoration of monies taken from them by these unlawful, unfair, and fraudulent business practices.

**SIXTH CAUSE OF ACTION
BY Plaintiff as to all Defendants
Wrongful Eviction**

28. The allegation of the foregoing paragraphs are re-alleged and incorporated herein by reference.
29. It is unlawful to evict a tenant in California because he/she fails to comply with unlawful demands by the landlord.
30. Wrongful Eviction Happens when the Landlord evicts the tenant for exercising a legal right or in retaliation for a tenant acting against the landlords illicit and unlawful actions.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment as follows:

- A. For general and special damages according to proof;
- B. For statutory damages;
- C. The recordation of an abstract of judgment in this case constitutes a prior lien that may be held on the Property by any Defendant to this action.
- D. Prejudgment interest, unless duplicative of relief obtained under other causes of action;
- E. For attorney's fees pursuant to statute including but not limited to California Civil Codes §§ 1941.3, 1942.4.
- F. That Defendants disgorge all wrongfully retained profits under Business and Professions Code section 17200;
- G. For punitive damages according to proof;
- H. For any and all other relief which the Court deems proper and just.

Dated: This 8th Day of April 2024

//Gary M Waite//

Gary M Waite

Plaintiff in Pro Per

Plaintiff in Pro Per
Wayne Wall

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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

Gary M Waite
 PO BOX 420545 San Francisco, CA 94142
 TELEPHONE NO.: 415-846-0060
 FAX NO.:
 EMAIL ADDRESS: garym.waite78@gmail.com
 ATTORNEY FOR (Name):

FOR COURT USE ONLY

FILED
 Superior Court of California
 County of San Francisco

APR 09 2024

CLERK OF THE COURT
 BY: *Gary M. Waite*
 Deputy Clerk

JAMES XIONG

SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco

STREET ADDRESS: 400 Mc Allister Street
 MAILING ADDRESS:
 CITY AND ZIP CODE: San Francisco, CA 94102
 BRANCH NAME: Unlimited Civil Division

CASE NAME:
 Gary M Waite Vs Tenderloin Housing Clinic

CIVIL CASE COVER SHEET

Unlimited Limited
 (Amount demanded exceeds \$35,000) (Amount demanded is \$35,000 or less)

Complex Case Designation

Counter Joinder

Filed with first appearance by defendant
 (Cal. Rules of Court, rule 3.402)

CASE NUMBER:

CGC-24-613804

JUDGE:

DEPT.:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort

Auto (22)
 Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
 Product liability (24)
 Medical malpractice (45)
 Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

Business tort/unfair business practice (07)
 Civil rights (08)
 Defamation (13)
 Fraud (16)
 Intellectual property (19)
 Professional negligence (25)
 Other non-PI/PD/WD tort (35)

Employment

Wrongful termination (36)
 Other employment (15)

Contract

Breach of contract/warranty (06)
 Rule 3.740 collections (09)
 Other collections (09)
 Insurance coverage (18)
 Other contract (37)

Real Property

Eminent domain/Inverse condemnation (14)
 Wrongful eviction (33)
 Other real property (26)

Unlawful Detainer

Commercial (31)
 Residential (32)
 Drugs (38)

Judicial Review

Asset forfeiture (05)
 Petition re: arbitration award (11)
 Writ of mandate (02)
 Other judicial review (39)

Provisionally Complex Civil Litigation
 (Cal. Rules of Court, rules 3.400-3.403)

Antitrust/Trade regulation (03)
 Construction defect (10)
 Mass tort (40)
 Securities litigation (28)
 Environmental/Toxic tort (30)
 Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment

Enforcement of judgment (20)

Miscellaneous Civil Complaint

RICO (27)
 Other complaint (not specified above) (42)

Miscellaneous Civil Petition

Partnership and corporate governance (21)
 Other petition (not specified above) (43)

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

a. Large number of separately represented parties
 b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
 c. Substantial amount of documentary evidence
 d. Large number of witnesses
 e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
 f. Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive

4. Number of causes of action (specify):

5. This case is is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 4.8.2024

Gary M Waite

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2